

of one year's late penalty interest rate computed at the prescribed rate.

(c) Overtime or holiday laboratory service will not be performed for any applicant with a notice of delinquency.

(d) Applicants with three notices of delinquency will be reviewed for possible termination of services. A deposit in advance sufficient to cover the fees and expenses for any subsequent service may be required of any person failing to pay in claim after issuance of such notice of delinquency.

(e) The Division Director will take such action as may be necessary to collect any delinquent amounts due.

**§ 91.45 Charges for laboratory services on a contract basis.**

(a) Irrespective of fees and charges prescribed in § 91.37, or in other sections of this subchapter E, the Division Director may enter into contracts with applicants to perform continuous laboratory services or other types of laboratory services pursuant to the regulations in this part and other requirements, as prescribed by the Division Director in such contract. In addition, the charges for such laboratory services, provided in such contracts, shall be on such basis as will reimburse the Agricultural Marketing Service of the Department for the full cost of rendering such laboratory services, including an appropriate overhead charge to cover administrative overhead expenses as may be determined by the Administrator.

(b) Irrespective of fees and charges prescribed in § 91.37, or in other sections of this subchapter E, the Division Director may enter into a written Memorandum of Understanding (MOU) or agreement with any administrative agency or governing party for the performance of laboratory services pursuant to said agreement or order on a basis that will reimburse the Agricultural Marketing Service of the Department for the full cost of rendering such laboratory service, including an appropriate overhead administrative overhead charge.

(c) The conditions and terms for renewal of such Memorandum of Understanding or agreement shall be specified in the contract.

**PART 92—TOBACCO**

Sec.

92.1 General.

92.2 Definitions.

92.3 Location for laboratory testing and kind of services available.

92.4 Approved forms for reporting analytical results.

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92.6 Cost for pesticide analysis set by cooperative agreement.

AUTHORITY: 7 U.S.C. 511m, 511r.

SOURCE: 58 FR 42424, Aug. 9, 1993, unless otherwise noted.

**§ 92.1 General.**

Analytical testing of imported flue-cured and burley tobacco is performed for maximum allowable pesticide residue levels. Domestic grown tobacco may also be analyzed for pesticide residues at the Science and Technology Division's Eastern Laboratory facility.

[58 FR 42424, Aug. 9, 1993, as amended at 61 FR 51350, Oct. 2, 1996, 61 FR 55840, Oct. 29, 1996]

**§ 92.2 Definitions.**

Words used in the regulations in this part in the singular form will import the plural, and vice versa, as the case may demand. As used throughout the regulations in this part, unless the context requires otherwise, the following terms will be construed to mean:

*Air-cured.* Tobacco cured under natural atmospheric conditions. Artificial heat is sometimes used to control excess humidity during the curing period to prevent house-burn, barn-burn and pole-burn in damp weather. Air-cured tobacco should not carry the odor of smoke or fumes resulting from the application of artificial heat.

*Burley.* A thin to medium-bodied tobacco, usually a light tan to reddish-brown in color.

*Burley, Type 93.* That type of air-cured tobacco commonly known as foreign-grown Burley, produced in countries other than the United States.

*Certificate of Analysis (Form CSSD-3).* A legal document on which the test results for official samples will be certified by a Division chemist in charge of testing.

*Cured.* Tobacco dried of its sap by either natural or artificial processes.